

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 23-cv-14015-McCabe

JOSEPH JACKSON,

Plaintiff,

v.

SAFE HAVEN SECURITY SERVICES, LLC,

Defendant.

/

**ORDER GRANTING JOINT MOTION TO APPROVE
SETTLEMENT AGREEMENT (DE 28)**

THIS CAUSE comes before the Court upon a Joint Motion to Approve Settlement Agreement (“Joint Motion”) (DE 28). The Court has carefully reviewed the terms of the parties’ Settlement Agreement and is otherwise fully advised.

Plaintiff has alleged that Defendant failed to pay overtime wages as required under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 207 & 216(b) (DE 1). After engaging in the Court-ordered exchange of preliminary information in cases involving FLSA claims, the parties attended a settlement conference at which time they fully resolved the case (DE 20). The parties thereafter memorialized the terms of their settlement in the Settlement Agreement, which has been submitted to the Court for review.

When a private action brought under the FLSA is settled, the Court “may enter a stipulated judgment after scrutinizing the settlement for fairness.” *Lynn’s Food Stores, Inc. v. U.S.*, 679 F.2d 1350, 1353, 1355 (11th Cir. 1982). The Court must find that the settlement is a “fair and reasonable resolution of a bona fide dispute over FLSA provisions.” *Id.* at 1355. While FLSA provisions are mandatory, the Eleventh Circuit recognizes that there may be bona fide disputes as to FLSA

coverage and thus, the Court may approve a settlement to “promote the policy of encouraging settlement of litigation.” *Id.* at 1354. Where, as here, a settlement agreement is entered into in an adversarial context with both sides represented by counsel throughout the litigation, the settlement agreement is “more likely to reflect a reasonable compromise” over disputed issues. *Id.*

Following an independent review of the record and after a full review of the represented parties’ Settlement Agreement, the Court finds that the parties’ settlement represents a fair and reasonable resolution of the parties’ bona fide disputes in this contested matter. In all, the agreement represents a reasonable compromise that avoids the costs and uncertainty of further litigation.

Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. The parties’ Joint Motion is **GRANTED** (DE 28).
2. The parties’ Settlement Agreement is **APPROVED**.
3. The status conference (DE 27) is **CANCELED**.
4. This case is **DISMISSED WITH PREJUDICE**.
5. The Clerk of Court shall **CLOSE THIS CASE**.
6. The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

DONE AND ORDERED in Chambers at West Palm Beach in the Southern District of Florida, this 11th day of May 2023.



RYON M. MCCABE
U.S. MAGISTRATE JUDGE